

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Podesta Group, Inc. 1001 G Street NW, Suite 900 East Washington, DC 20001	2. Registration No. 5926
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3. Name of foreign principal Swiss Confederation	4. Principal address of foreign principal Swiss Embassy of Washington 2900 Cathedral Avenue NW Washington, DC 20008
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5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Federal Department of Foreign Affairs
- b) Name and title of official with whom registrant deals
Norbert Barlocher, Counselor, Head of Communications

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

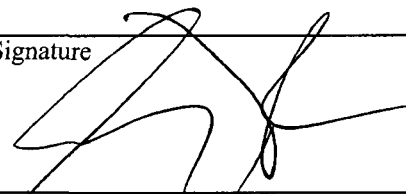
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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Date of Exhibit A
09/25/09

Name and Title
Anthony T. Podesta, President

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Podesta Group, Inc.

2. Registration No.
5926

3. Name of Foreign Principal
The Swiss Confederation, represented by the Swiss Embassy in Washington

Check Appropriate Boxes:

4. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☒ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Podesta Group will provide consulting services to the Swiss Confederation, represented by the Swiss Embassy in Washington at the through an agreement with Daniel J. Edelman, Inc. (attached).

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide strategic counsel to the principal to enhance principal's overall image and reputation among relevant U.S. audiences, increase understanding of Swiss related issues, optimize perceptions of Switzerland's positions and issues among relevant U.S. audiences, and increase awareness of Switzerland's positive attributes and closed economic, political, and cultural relationship with the United States.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

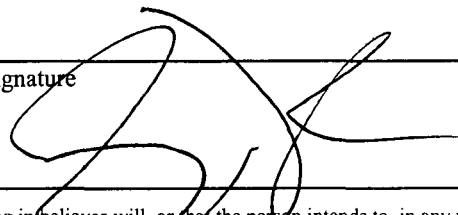
The activities listed in Item 8 will be undertaken in order to communicate information to the principal as well as to communicate information about the principal and its issues of concern to interested persons in the public sector. At the request of principal, meetings with Members of Congress and their staff, as well as with Executive branch officials may be arranged.

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Date of Exhibit B
09/25/0

Name and Title
Anthony T. Podesta, President

Signature



Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into by and between Daniel J. Edelman, Inc. d/b/a Edelman ("Agency") and The Podesta Group located at 1001 G Street, NW, Suite 900 East, Washington, DC 20001 (the "Contractor"). Contractor and Agency have agreed that Agency would like to retain Contractor as an independent contractor to perform strategic public relations counsel for the Embassy of Switzerland. Therefore, Contractor and Agency have reached the following agreement:

1. This Agreement shall be effective as of September 15, 2009, and shall continue until January 15, 2010 unless terminated earlier pursuant to the terms of this Agreement. Unless otherwise terminated as provided herein, Contractor shall provide services to Agency as an independent contractor. This Agreement may be renewed upon the mutual written agreement of the parties.

2. Contractor shall perform those services described in the attached Exhibit E, attached hereto and incorporated herein ("Services"), with respect to the Agency Client identified in Exhibit E. Subject to the terms and conditions of this Agreement, Contractor shall complete the Services in a timely manner and as directed by Agency. All Services are subject to Agency's final approval and will be performed in accordance with Agency's standards, but Contractor will direct the details and means by which the Services are accomplished. Contractor shall not be authorized to enter into contracts or agreements on behalf of Agency or to otherwise create obligations of Agency to third parties, but may make recommendations to Agency in this regard. Contractor agrees to exert Contractor's best efforts in the diligent performance of the duties Contractor performs on behalf of Agency.

Contractor represents and warrants that (i) Contractor is an expert in the area of strategic public relations counsel and shall have the necessary knowledge, skills, experience, qualifications, rights and resources to provide and perform the Services in accordance with this Agreement; (ii) Contractor will perform the Services and provide the deliverables in a diligent, professional and workmanlike manner in accordance with the specifications for same as mutually agreed to in writing by Contractor and Agency from time to time and in a manner consistent with good commercial practices that are applicable to the performance of such Services; (iii) Contractor will perform the Services in compliance with all applicable laws and regulations, including, without limitation, compliance with the "Anti-Corruption Compliance Provisions" set forth in Exhibit B; (iv) Contractor has the full and unrestricted right, power and authority to enter into this Agreement, perform the Services specified hereby and grant the rights granted herein and Contractor has no other agreements with any other party that would conflict with this Agreement; (v) the Work Product (as defined herein) shall be original and created solely by Contractor and shall not have been published previously in any form, format or medium; and (vi) the Work Product, and the use thereof, does not infringe, misappropriate or conflict with any intellectual property right of any third party. Contractor acknowledges that Agency is incorporated in the United States and that Services are therefore subject to applicable laws and regulations of the United States.

3. Agency shall bill the Embassy of Switzerland monthly for Agency and Contractor's professional fees. Pending Agency's receipt of payment from the Embassy of Switzerland, Agency shall pay Contractor **\$21,200** in monthly fees and Contractor's out-of-pocket and administrative costs connected with the Services ("Services Expenses"). Contractor agrees not to exceed the fees without the prior written approval of the Agency contact identified in Exhibit E (the "Agency Contact"). In the event Agency requests Contractor to provide services on an hourly basis at a mutually agreed upon hourly rate, Contractor shall invoice Agency for time actually and reasonably spent performing the Services as requested by Agency monthly detailing the number of days in which Contractor performed Services for Agency under this Agreement, the number of hours spent performing Services and a description of such Services. Such invoices shall be directed to the Agency Contact. Agency shall pay Contractor undisputed amounts within ten (10) business days of Agency's receipt of the Embassy of Switzerland's monthly payment and supporting documentation. Contractor agrees that this payment is and shall be as full and complete compensation for all Services performed and all expenses incurred by Contractor under this Agreement. Agency may require Contractor to submit a completed and signed IRS Form W-9 or other applicable tax form prior to issuing any payment to Contractor.

4. The monthly fees set forth in Section 3 above include a six percent (6%) fee as reimbursement for Services Expenses. Such Services Expenses include research services, media monitoring/clipping, production costs, overnight delivery, messenger, cellular phone, and Blackberry charges and long distance and conferencing charges. Any additional expenses incurred beyond the six percent will be subject to prior written Agency approval. All invoices shall be accompanied with supporting receipts for out-of-pocket costs. Contractor

acknowledges that the Client may have specific billing and invoicing requirements. Contractor, in cooperation with Agency shall ensure that Contractor's invoices and supporting documentation meet such requirements.

5. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income and employment related taxes. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law. In the event that any taxing authority seeks to investigate the tax status of Agency's payments to Contractor, or any part thereof, or assesses any tax, penalty or interest against Agency thereon, Contractor agrees to indemnify Agency for any amounts Agency is obligated to pay to the IRS together with any costs incurred by Agency in responding to the IRS claim.

6. Neither Contractor nor Contractor's personnel shall be entitled to any employee benefits as a consequence of Contractor's relationship with Agency, it being understood by the parties hereto that the relationship established by this Agreement is one of an independent contractor and not an employment relationship. No workers' compensation insurance shall be obtained by Agency covering Contractor or individuals engaged by Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and any individuals engaged by Contractor.

7. Except as otherwise provided in this Agreement, this Agreement may be terminated, postponed or delayed, in whole or in part, by Agency upon thirty (30) days' written notice to Contractor. In the event of a termination, postponement, or delay, Agency shall pay Contractor for professional time and approved out-of-pocket expenses incurred by Contractor to the date notice of such action is received by Contractor.

8. Each party agrees to hold in strict confidence and not to disclose to others or use for any purpose (other than the performance of this Agreement), either before or after termination of the Agreement, any confidential or proprietary information of the other party, including without limitation (as pertains to the obligations on Contractor) any confidential or proprietary information that is transferred to Agency pursuant to Section 9 hereof and/or confidential or proprietary information of Agency's client(s). Confidential and proprietary information includes, without limitation, any technical or business information, product formulas or specifications, manufacturing technique, process, experimental work, program, software, marketing or distribution plans, strategies or arrangements, or trade secrets relating to the products, systems, equipment, services, sales, research, or business of the disclosing party and/or (as pertains to the obligations on Contractor) such information of Agency's client(s) and may be in oral, written or physical form ("Confidential Information").

Each party shall not disclose Confidential Information to any third party in any form without the prior written consent of the disclosing party (other than as provided for elsewhere in the Agreement). Each party shall not disclose Confidential Information to any of its personnel without the need to know such information. Except as otherwise provided below, information shall not be considered confidential hereunder nor subject to the provisions of this section if it can be demonstrated: (i) to have been rightfully in receiving party's possession prior to the date of the disclosure of such information to receiving party, if such prior possession was not otherwise subject to a restriction on disclosure; (ii) to have been in the public domain prior to the date of the disclosure of such information to receiving party; (iii) to have become part of the public domain by publication or by any other means except an unauthorized act or omission on the part of receiving party; or (iv) to have been supplied to receiving party without restriction by a third party who is under no obligation to the disclosing party and/or to Client to maintain such information in confidence. Confidential Information shall not be deemed to be generally available to the public or in receiving party's possession merely because it may be embraced by a more general disclosure, or merely because it may be derived from combinations of disclosures generally available to the public or in receiving party's possession.

Upon Client's written request and Agency's instructions, Contractor shall return to Client any and all written or physical embodiments (including all copies) of Confidential Information disclosed to Contractor by Client which is then in Contractor's possession and/or control. Such Confidential Information includes all documents or computer files, including emails, prepared by Contractor which contain or reflect Confidential Information. In addition, Contractor shall fully cooperate with Agency's reasonable efforts to expunge all such information from any computer, word processor or other device containing such information. The confidentiality obligations set forth herein and in the Contract shall survive ten (10) years after termination or expiration of the Agreement.

9. Any discoveries, inventions, improvements and expressions of ideas that Contractor may make or suggest while engaged by Agency relating to: any needs or developments of Agency or Agency clients shall, without further consideration, immediately become the property of Agency ("Work Product"). This Agreement

shall not apply to discoveries, inventions, improvements, or expressions of ideas for which no equipment, supplies, facility, or trade secret information of Agency or Agency's clients was used and which was developed entirely on Contractor's own time, unless the discovery, invention, improvement or expression of idea results from any work performed by Contractor for Agency or Agency's client(s) or relates to the business of Agency or its clients actual or demonstrably anticipated research or development. All such Work Products shall be considered works made for hire within the meaning of 17 U.S.C. Section 101, or analogous foreign law. To the extent that any portion of such Work Product is not a work made for hire under this agreement or under the operation of any foreign law, Contractor hereby completely, irrevocably and without reservation assigns, transfers and conveys to Agency all right, title and interest in and to such portion of the Work Products, as well as all related copyright, patent, trade secret and other related proprietary rights therein. Agency shall exercise all rights of ownership in all Work Product without restriction or limitation and without further compensation to Contractor. From and after the date hereof, Contractor shall cease all use of the patents, copyrights, trademarks and know-how related to the Work Product that becomes the property of Agency pursuant to the terms of this Agreement. Contractor shall, at its sole cost and expense, take all reasonable actions and execute all documents necessary or desirable to record and perfect the interest of Agency, in and to the patents, copyright, trademarks and know-how related to the Work Product that becomes the property of Agency pursuant to the terms of this Agreement. Contractor shall retain no copyright or intellectual property interest in the Work Product. Contractor shall file no applications to register the copyrights in any Work Product, unless directed to do so by Agency for the benefit of Agency and/or Client. Contractor waives the protections of 17 U.S.C. Section 106A, and any droit morale of any jurisdiction which may be applicable with respect to the Work Product. Agency recognizes that Contractor brings to the Agreement pre-existing know-how, skill, techniques, trade secrets, knowledge, methods, forms and other materials (the "Pre-Existing Materials") to assist Contractor in the performance of the services. Agency agrees and acknowledges that these Pre-Existing Materials are and shall remain the sole and exclusive property of Contractor. Contractor hereby grants Agency and the Embassy of Switzerland a non-exclusive, worldwide, royalty-free, fully paid up and perpetual license to use, edit, reproduce, publish, distribute, etc. the Pre-Existing Materials contained within the work created hereunder as contemplated in the statement of work (Exhibit E) hereunder.

10. Upon Agency's demand, but in no case later than the expiration or termination of this Agreement, Contractor shall immediately deliver to Agency all documents or property of Agency and/or Agency's client(s) which may be in Contractor's possession or under Contractor's control, including but not limited to all materials that relate to Agency, its clients and/or their respective businesses which came into the Contractor's possession during the term of this Agreement and all Work Product created or developed under this Agreement.

11. a. Contractor agrees to defend, indemnify and hold Agency, the Client, their affiliated companies, and their respective employees, officers, directors, trustees and agents harmless from and against any and all third-party losses, claims, suits, actions, liabilities, obligations, costs and expenses (including reasonable attorneys' fees and expenses) (collectively, "Damages") which they suffer as a result of (i) the negligence or intentional misconduct of Contractor; (ii) Contractor's breach of any provision of this Agreement (including any representation or warranty); (iii) information, statements or materials (including any claims relating to intellectual property rights therein), prepared or provided by Contractor, including, without limitation, any claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel; or (iv) product liability or death, personal injury or property damage arising out of, or relating to, Contractor's products or services. Agency shall have the right, but not the obligation, to participate in the defense of any such actions with the counsel of its own choosing at its own expense.

b. Agency agrees to defend, indemnify and hold Contractor harmless from and against any and all third-party Damages which Contractor suffers as a result of information, statements or materials (including any claims relating to intellectual property rights therein), prepared or provided by Agency, including, without limitation, any claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel (except to the extent such Damages are caused by acts or omissions of Contractor or its agents or designees). Contractor shall have the right, but not the obligation, to participate in the defense of any such actions with the counsel of its own choosing at its own expense.

12. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws doctrine, and applicable federal laws of the United States of America.

13. In the event of any violation or threatened violation of this Agreement, Agency shall be authorized and entitled to obtain, without notice, from any court of competent jurisdiction, preliminary and permanent

injunctive relief as well as an equitable accounting of all profits or benefits arising out of such violation, which right and remedies shall be cumulative and in addition to any other rights or remedies to which Agency may be entitled.

14. This Agreement shall not be transferred or assigned, in whole or in part, or subcontracted to any third party, in whole or in part, by Contractor without the express written consent of Agency, which may be withheld in Agency's sole discretion.

15. During the term of this Agreement and for six (6) months thereafter, Contractor and Agency shall each not either on its own behalf or on behalf of any other person or entity (including any self-employment or self-owned businesses), and whether directly or indirectly, solicit, recruit, hire or try to solicit, recruit or hire any employee of the other party with whom Contractor or Agency, as applicable, had contact at any time during the term of this Agreement for the purpose of employing such employee or engaging such employee as a contractor, provided, however, that this section shall not be construed to prohibit the hiring of a non-solicited/non-recruited applicant (as specified above) that responds to a general advertisement of an open position.

16. During the term of this Agreement, Contractor and Contractor personnel assigned to perform Services under this Agreement shall not either on his/her own behalf or on behalf of any other person or entity (including any self-employment or self-owned businesses), and whether directly or indirectly canvass, solicit or approach or cause to be canvassed or solicited or approached for orders for any services or goods supplied by Agency. Contractor shall not have any direct contact with Agency's client(s) without Agency's prior approval, except for discussions with the Embassy of Switzerland as contemplated under the project.

17. During the Agreement term, Contractor will maintain in full force and effect statutorily required worker's compensation insurance and comprehensive automobile liability insurance as set forth in Exhibit A Insurance Requirements attached hereto. Contractor shall obtain and maintain reasonably adequate general liability and professional liability insurance as outlined in Exhibit A. If Contractor fails to obtain such insurance, Agency may immediately terminate this Agreement and Contractor shall be paid for all services performed in accordance with this Agreement up to the termination date. Upon request, Contractor shall provide Agency with a certificate of insurance evidencing the coverage required hereunder.

18. Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, or (iii) sent by prepaid overnight courier. All such notices shall be addressed to each party as follows:

If to Edelman:	Mr. Robert Rehg Daniel J. Edelman, Inc. 1875 Eye Street, NW, Suite 900 Washington, DC 20006 Facsimile: 202.371.6529 E-mail: rob.rehg@edelman.com
With a copy to:	Office of the General Counsel Daniel J. Edelman, Inc. 200 East Randolph Drive, 32nd Floor Chicago, IL 60601 Facsimile: 312.297.6990 E-mail: shan.bhati@edelman.com & peter.petros@edelman.com
If to Contractor:	Ms. Kimberley Fritts, CEO The Podesta Group 1001 G Street, NW, Suite 900 East Washington, DC 20001 Facsimile: 202.393.0151 E-mail: Fritts@podesta.com Mr. Walter Owen Pryor The Podesta Group 1001 G Street, NW, Suite 900 East

	Washington, DC 20001 Phone: 202.879.9365 E-mail: WPryor@podesta.com
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19. If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.

20. This Agreement, along with any and all statements of work, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

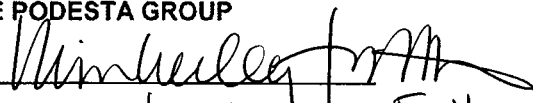
21. Contractor agrees to comply with all applicable terms and conditions of Agency's client agreements (the "Client Contract"). Contractor shall comply with all provisions of such Client Contract, only as applicable, and only as notified by Agency from time to time. Agency may immediately terminate this Agreement if Contractor fails to comply with such terms and conditions.

22. Contractor represents and warrants that Contractor is not currently excluded, debarred, suspended or otherwise ineligible to participate by any federal department or in any federal department programs or in any federal procurement or nonprocurement programs ("Ineligible Person"), and that Contractor is not using an Ineligible Person individual and will not use an Ineligible Person in the future, in any capacity, in connection with the performance of the services hereunder.

By the signature below, Contractor acknowledges and warrants that prior to signing, Contractor has read this Agreement in its entirety and was afforded reasonable time to consider the Agreement. Specifically, Contractor understands that this contractual relationship is an independent contractor relationship.

ACCEPTED AND AGREED TO ON THIS 25 DAY OF SEPTEMBER, 2009.

THE PODESTA GROUP

By: 
 Printed Name: Kimberley Fritts
 Title: CEO

DANIEL J. EDELMAN, INC.

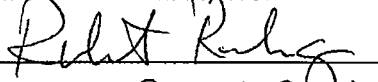
By: 
 Printed Name: Robert R. Edelman
 Title: President, Edelman P.C.

EXHIBIT A
Insurance Requirements

You are required to provide a Certificate of Insurance evidencing the following coverages:

- **COMMERCIAL LIABILITY** including Contractual Liability insuring the work contract indemnifications:
 - naming Daniel J. Edelman, Inc. as additional insured under both of the following I.S.O. endorsements (the above additional insureds must remain named on the contractor's policy for at least 2 years after the work is completed):
 - **#CG 20 10 10 01 Additional Insured-Owners Lessees or Contractors (for on-going operations)**
 - **#CG 20 37 10 01 Additional Insured-owners, Lessees or Contractors-Completed Operations (for "products and completed operations")**
 - The certificate and endorsements must state that the General Liability Insurance is **primary irrespective of other insurance covering the additional insureds** and the insurance company will not seek contribution from other insurance available to the additional insured(s).
 - The certificate must state that the General Liability Insurance includes a **waiver of transfer of rights of recovery** against the additional insured(s).
 - Minimum limits:

Bodily Injury and Property Damage per occurrence	\$1,000,000
Personal and Advertising Liability	\$1,000,000
General Aggregate other than products	\$2,000,000
General Aggregate-products and completed operations for two (2) years after completion of all work under the subcontract	\$2,000,000
Fire Damage Legal Liability	\$50,000
Medical Payments	\$5,000
- **COMMERCIAL AUTOMOBILE LIABILITY** insuring all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 each accident.
- **STATUTORY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY** including a **waiver of the insurer's right to recover** against any of the additional insureds listed on this certificate. Coverage B limits not less than \$500,000/\$500,000/\$500,000. Such policy must afford protection in all states where Contractor performs Services or contain an all states endorsement.
- **UMBRELLA LIABILITY** with a per occurrence and annual aggregate limit of not less than \$5,000,000.

The certificate must state that the referenced policies will **not be cancelled or non-renewed without 30 days written notice** to the certificate holder. All referenced policies must be issued by an insurance company licensed to do business in Illinois, with an **A.M. Best's rating of "A VIII" or better**.

The above limit requirements can be achieved by any combination of underlying and Umbrella policies.

EXHIBIT B

ANTI-CORRUPTION COMPLIANCE PROVISIONS

If, in performing the Services from time to time during the term of this Agreement, Contractor performs services for Agency before any official of a government other than the United States (such services shall be referred to as a "Foreign Government Service"), the following provisions will apply:

(a) Payments to Contractor by Agency shall be made by check or wire transfer only, and no requests for cash payments shall be accepted. Payments to Contractor by Agency shall be made to Contractor directly, not to third parties. Payments to Contractor by Agency shall be made in the country where Contractor performs the work for which it is being compensated, or in the country of Contractor's home address. Contractor agrees that this payment is and shall be as full and complete compensation for all Services performed and all expenses incurred by Contractor under this Agreement. The compensation paid under this Agreement is for Contractor's sole benefit and will not be transferred or assigned to any other party. Contractor shall make no payments to third parties on behalf of Agency other than for direct expenses incurred by Contractor in conjunction with provision of Services as expressly authorized under the terms of this agreement. Contractor acknowledges that the Client may have specific billing and invoicing requirements. Contractor, in cooperation with Agency, shall ensure that Contractor's invoices and supporting documentation meet such requirements and are accurate, complete and contain sufficient detail to properly reflect the nature of the underlying transactions or activity. Contractor's supporting documentation shall be made available for review by Agency, or Agency's designee, upon request. Total expenses shall not exceed the amount for which Contractor received Agency's prior written approval.

(b) Each party represents that no payments of money or anything of value have or will be offered, promised or paid, directly or indirectly, to any Official (as defined below) to influence the acts of such Official to induce him or her to use his or her influence with a government or an instrumentality thereof, or to obtain or retain business or to secure an improper advantage in connection with any business venture or contract in which Agency is a participant. Contractor represents that it has received the Summary of Global Anti-Corruption Statutes Applicable to Edelman Offices Worldwide and a copy of the Agency's Anti-Corruption Policy for Subcontractors, attached as Exhibits C and D and understands and agrees to comply with those provisions set forth therein in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving Agency. Contractor shall provide copies, or access to electronic copies, of these documents to its directors, partners, and principals, and the directors, partners, and principals of its related entities and subcontractors, who will be responsible for any Foreign Government Services, and that such directors, partners, and principals of Contractor or its related entities and subcontractors have read and understand the contents of the Summary of Global Anti-Corruption Statutes Applicable to Edelman Offices Worldwide and the Agency's Anti-Corruption Policy for Subcontractors. Contractor agrees that it will, at the request of Agency, certify as to compliance with Agency's Anti-Corruption Policy for Subcontractors and applicable anti-corruption laws and regulations in connection with services provided under this agreement. Each party shall promptly notify the other party if it learns of, has reason to suspect, or receives a request to take any action that would violate obligations under this Agreement. Agency agrees to make available at no cost to Contractor, Agency personnel to answer any questions that Contractor's personnel may have with respect to the policies discussed herein.

(c) For purposes of this exhibit, "Official" includes: any appointed, elected, or honorary official or any employee of a non-U.S. government, or of a public international organization. It also includes non-U.S. political parties and officials thereof and candidates for political office. The term "government" includes any agency, department, embassy, or other governmental entity. It also includes any company or other entity owned or controlled by the government. It also includes any person acting in an official capacity for or on behalf of any such Official. A person does not cease to be a government official by purporting to act in a private capacity or because he or she serves without compensation.

(d) Contractor represents that none of its employees, partners, principals, agents, direct or indirect owners, or other representatives is an Official, or an immediate family member of an Official, other than as disclosed to Agency in an attachment to this Agreement. In the event that during the term of this Agreement there is a change in the information contained in this paragraph and the above referenced attachment, Contractor shall promptly notify Agency in writing of the position that the representative has assumed. In this event, after evaluation of the circumstances, Agency may immediately terminate this Agreement by written notice.

(e) Each party warrants that it: (i) shall not provide or offer any gift or gratuity or pay any expenses of an Official in connection with any assignment hereunder other than as expressly allowed by applicable written law and with the prior approval of the other party; and (ii) will maintain all documentation and receipts for any

expenses, gifts, or gratuities for any such Official that Contractor or Agency, as the case may be, has paid after receiving prior written approval from the other party.

(f) Contractor shall make certain books and accounting records (collectively, "Records") relating to Foreign Government Services available to Agency from time to time at Agency's request. The Records shall include records as are necessary to substantiate that (i) all invoices and other charges submitted to Agency for payment hereunder were valid and proper, and (ii) no payments have been made, directly or indirectly, by or on behalf of Contractor in violation of the requirements of this exhibit. All Records shall be retained for a period of three (3) years. Agency shall have the right at any time during normal business hours, upon ten (10) business day's notice, to examine the Records.

(g) Should either party reasonably and in good faith believe that there may be or may have been a breach of any representation or warranty of this exhibit, they shall immediately advise the other party, who shall cooperate in good faith with such party to determine whether such a breach has occurred. In the event of violation of applicable anti-corruption laws or regulations or the related representations in this Agreement, either party may immediately terminate this Agreement upon written notice to the other party.

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Anti-Corruption Policy for Subcontractors

Overview

This policy will help ensure that subcontractors, freelancers, agents, affiliates, subcontractors or consultants ("Subcontractors") who may be working on behalf of Edelman live up to Edelman's commitment to conducting all international business transactions with honesty and integrity.

Edelman can be held accountable for the actions of Subcontractors who may be working on Edelman's behalf with government agencies, ministries, or businesses owned wholly or in-part by the government. The company will not use Subcontractors to conduct business in a manner that would violate anti-corruption statutes or any other law or regulation. Edelman's Subcontractors are held to the same standard as its own employees.

In this regard, Subcontractors will not take any action that may be interpreted to be an improper inducement (gift, bribe, kickback, etc.) to a government official in order to obtain or retain business.

This policy applies to engagements where Subcontractors work on behalf of any Edelman office or subsidiary worldwide.

Failure to follow this policy can result in immediate termination of the Subcontractors engagement and, in some cases, can subject Edelman, its employees, and its Subcontractors to significant civil and criminal liabilities.

Payments to Government Personnel

Edelman, its employees, and its Subcontractors will never directly or indirectly offer, promise or provide payments, gifts or any other items of value to any of the following:

- **Government officials,**
- **Political parties,**
- **Party officials, or**
- **Candidates for political office**

in order to obtain or retain business, or to otherwise induce the official to act (or refrain from acting) in violation of their official duties.

This applies to any officer or employee of a foreign government or any governmental department, agency, or instrumentality. It also applies to any person acting in an official capacity on behalf of any such organization, or on behalf of government officials, political parties, party officials, or candidates for political office. It also includes any officer, employee, or individual acting on behalf of a company or other entity owned or controlled by the government.

There is no "materiality" standard that applies to this policy. Any violation, regardless of the amount of money involved, is considered

EXHIBIT D

Summary of the Global Anti-Corruption Statutes Applicable to Edelman Offices Worldwide

- Obtaining permits, licenses, or other official documents to qualify a person to do business in a country outside of the U.S.;
- Processing governmental papers, such as visas and work orders;
- Providing police protection, mail pick-up and delivery, or scheduling inspections associated with contract performance or inspections related to transit of goods across country;
- Providing phone service, power and water supply, loading and unloading cargo, or protecting perishable products or commodities from deterioration; or
- Actions of a similar nature.

A "routine governmental action" does not include any decision by a Government Official whether, or on what terms, to award new business to or to continue business with a particular party, or any action taken by a Government Official involved in the decision-making process to encourage a decision to award new business to or continue business with a particular party.

Other exceptions

The following are also not considered to be violations under the anti-corruption statutes --

- The payment, gift, offer, or promise of anything of value that was made, was lawful under the written laws and regulations of the Government Official's, political party's, party official's, or candidate's country (note – this exception is rarely available since in practice anti-corruption statutes very narrowly interpret situations related to the validity of gifts to Government Officials; or
- The payment, gift, offer, or promise of anything of value that was made, was a reasonable and bona fide expenditure, such as travel and lodging expenses, incurred by or on behalf of a Government Official, party, party official, or candidate and was directly related to--
 - The promotion, demonstration, or explanation of products or services; or
 - The execution or performance of a contract with a foreign government or agency thereof.

Penalties

Each violation of the anti-corruption statutes can result in the following fines to Edelman:

- Can be fined up to \$2,000,000.
- Can be subject to a civil penalty up to \$10,000.

Any person that is an officer, director, employee, agent or subcontractor of Edelman who willfully violates the anti-corruption statutes:

- Can be fined up to \$100,000 or imprisoned up to 5 years, or both.
- Can be subject to a civil penalty of up to \$10,000.

If such a fine is imposed on any officer, director, employee, agent, or subcontractor of Edelman, such fine may not be paid or reimbursed, directly or indirectly, by Edelman.

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- Providing utility services, such as phone, power or water supplies; or
- Actions of a similar nature.

It is very unlikely that such payments would be necessary for the work that Edelman performs. Edelman strongly discourages these types of facilitation payments to avoid even the appearance of impropriety. However, if you believe that such a payment is legal, appropriate and necessary under the circumstances to effectively conduct the company's business:

- **You MUST obtain prior approval from Edelman BEFORE making (or promising) any such payment; and**
- If approved, the facilitation payment must be recorded in the Subcontractor's business records, with appropriate descriptions and supporting documentation that clearly and appropriately reflect the nature of the payment.

Accounting Books and Records

Invoices, expenses, and other business records related to the Subcontractor's engagement with Edelman must be accurate, complete, and contain sufficient detail to properly reflect the nature of the underlying transactions or activity.

- All expenses must be pre-approved in writing by Edelman and in compliance with Edelman's and the client's travel and other policies.
- The Subcontractor, in cooperation with Edelman, shall ensure that the Subcontractor's invoices and supporting documentation are accurate, complete and contain sufficient detail to properly reflect the nature of the underlying transactions or activity.
- The Subcontractor's supporting documentation related to the engagement shall be made available for review by Edelman, or Edelman's designee, upon request.

Red Flags

There are many creative schemes that have been devised to funnel cash to government personnel in a discrete and indirect manner. Following are a number of "red flags" that you should be aware of and watch out for:

- Unusual upfront or excessive payments, such as:
 - Money that is needed "to get the business" or "to make the necessary arrangements.";
 - Commissions that are substantially higher than the going rate which are not justified by the amount or nature of the work;



Anti-Corruption Policy for Subcontractors

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- o Unusually large bonuses or similar payments; or
 - o Other substantial and unorthodox upfront payments.
 - Recommendations from a potential government customer or authorizing agency asking us to use a specific business partner or subcontractor.
 - Unusual payment or billing procedures, such as:
 - o Payments to anonymous (numbered) bank accounts;
 - o Payments by indirect or unusual means, such as –
 - Payments through bank accounts in a foreign country outside of that where the services are being provided;
 - Payments to third persons;
 - Payments through shell companies created to receive revenues and facilitate transactions;
 - o Checks made out to "bearer" or "cash"; or
 - o Backdated invoices.
 - Questionable business partners, such as those who:
 - o Want to work without a contract (or with a vague contract);
 - o Are hesitant to make anti-corruption compliance certifications in an agreement;
 - o Have family or business ties with government officials;
 - o Do not appear to have sufficient capability or staff qualifications to perform the required services;
 - o Are new to the business; or
 - o Cannot provide references or document their experience.
 - Questionable accounting practices, such as:
 - o Use of off-the-book accounts;
 - o Bank accounts containing corporate funds but held in the names of individuals;
 - o Fictitious or overstated invoices;
 - o Fictitious business entities, sales, purchases, services, loans or financial arrangements; or
 - o Check requests, expense reimbursement requests, or other accounting records with incomplete, missing or misleading documentation regarding the true purpose and authorization for the expenditure.
 - Services provided in a country with a widespread history of corruption.
 - Transactions involves an industry that has a history of anti-bribery violations (for example, defense, aircraft, energy, and
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construction).

This should not be considered to be a comprehensive list since there may be other situations or arrangements that could indicate the possibility of a violation of applicable anti-corruption statutes. If you become aware of any questionable activities that suggest a possible violation, you must report the matter as set forth below under **Reporting Suspected Violations or Questionable Activity**.

Political and Charitable Donations

The prohibition against payments to government officials, parties or candidates also applies to political and charitable donations made by Edelman, its employees or its subcontractors where the intent is to influence the discretionary action of a government official. This also applies to pro-bono work provided to not-for-profit or other organizations. Any pro-bono work provided on behalf of or at the request of a government official, government agency or a government owned or controlled organization for which the Subcontractor performs work for Edelman requires pre-approval by Edelman.

Selection and Contracting with Subcontractors

Because Edelman may not have direct day-to-day control over the actions of its Subcontractors, the company has implemented additional precautions in selecting the Subcontractors that it chooses to represent us. As such, the following steps are required when working with certain Subcontractors engaged to work on behalf of a foreign (non-U.S.) government client:

- The account team will perform a business check on the Subcontractor. The Subcontractor will cooperate in providing accurate and complete information for all reasonable requests in relation to this due diligence.
 - Edelman will provide the Subcontractor with a copy of the Edelman Anti-Corruption Policy for Subcontractors and a Summary of Global Anti-Corruption Statutes Applicable to Edelman Offices Worldwide.
 - The Independent Contractor Agreement between Edelman and the Subcontractor will include provisions to ensure the following Edelman policies are followed:
 - The Subcontractor understands and will comply with the requirements of applicable anti-corruption statutes as well as this Policy.
 - All payments to or from the Subcontractor will be made through a check or bank transfer. No cash transfers are allowed.
 - All payments will be made directly to the Subcontractor, not to third parties, to an address that is either in the country where the Subcontractor performed the work or
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